

# CITY OF LYNDEN



Mayor  
Scott Korthuis

Council Members  
Gary Bode  
Ron De Valois  
Gerald Kuiken  
Nick H. Laninga  
Brent Lenssen  
Kyle Strengholt  
Mark Wohlrab

City Council - Regular Meeting  
Annex - 205 Fourth Street  
July 03, 2023

## **Call to Order**

## **Pledge of Allegiance**

## **Roll Call**

## **Oath of Office**

## **Summary Reports and Presentations**

## **Approval of Minutes**

- [1.](#) Draft Council Minutes – June 19, 2023

## **Citizen Comment**

## **Consent Agenda**

- [2.](#) Approval of Payroll and Claims
- [3.](#) RES-23-1075 Request to Cancel Checks
- [4.](#) Dickinson House Lease Agreement

## **Public Hearing - None**

## **Unfinished Business - None**

## **New Business - None**

## **Other Business**

- [5.](#) Calendar

## **Executive Session**

## **Adjournment**

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



|                                  |  |  |
|----------------------------------|--|--|
| <b>Meeting Date:</b>             | July 3, 2023   |  |
| <b>Name of Agenda Item:</b>      | Draft Council Minutes – June 19, 2023  |  |
| <b>Section of Agenda:</b>        | Approval of Minutes  |  |
| <b>Department:</b>               | Administration   |  |
| <b>Council Committee Review:</b> | <input type="checkbox"/> Community Development<br><input type="checkbox"/> Finance<br><input type="checkbox"/> Parks | <input type="checkbox"/> Public Safety<br><input type="checkbox"/> Public Works<br><input checked="" type="checkbox"/> Other: N/A  |
|                                  |  | <b>Legal Review:</b><br><input type="checkbox"/> Yes - Reviewed<br><input type="checkbox"/> No - Not Reviewed<br><input checked="" type="checkbox"/> Review Not Required |
| <b>Attachments:</b>              | Draft Council Minutes – June 19, 2023  |  |
| <b>Summary Statement:</b>        | Draft Council Minutes for Council review and possible approval.  |  |
| <b>Recommended Action:</b>       | Review and approve draft minutes.  |  |

# CITY OF LYNDEN

## CITY COUNCIL MINUTES OF REGULAR MEETING



June 19, 2023

### 1. CALL TO ORDER

Mayor Korthuis called to order the June 19, 2023 regular session of the Lynden city council at 7:00 p.m. in the city's council chambers.

### PLEDGE OF ALLEGIANCE

### ROLL CALL

Members present: Councilors Gary Bode, Ron De Valois, Gerald Kuiken, Brent Lenssen, and Kyle Strengholt.

Members absent: Councilors Laninga and Wohlrab.

Staff present: Fire Chief Mark Billmire, HR Director Kari Heeringa, Planning Director Heidi Gudde, Public Works Director Jon Hutchings, City Clerk Pam Brown, City Administrator John Williams, and City Attorney Bob Carmichael.

### OATH OF OFFICE

Mayor Korthuis administered the Oath of Office to Police Officers Jacob Fletcher and Tawsha Dykstra.

***Mayor Korthuis recognized retiring Public Works Director Steve Banham and reminded council that his retirement was being celebrated on Friday, June 23<sup>rd</sup> from 2-4 p.m. at the Annex building.***

### SUMMARY REPORTS AND PRESENTATIONS - None

### APPROVAL OF MINUTES

***Councilor Strengholt moved, and Councilor De Valois seconded to approve the June 5, 2023, regular meeting minutes. Motion approved on 5-0 vote.***

### CITIZEN COMMENT

Cynthia Ripke-Kutsagoitz, Guide Meridian, Lynden

Cynthia commented on several general topics, some of which included PTSD recognition month and the 13<sup>th</sup>, 14<sup>th</sup>, and 15<sup>th</sup> amendments.

Elisha Wyatt, Brookfield Court, Lynden

Elisha Wyatt spoke in opposition to the fluoridation of Lynden's water supply.

# CITY OF LYNDEN



## CITY COUNCIL MINUTES OF REGULAR MEETING

Candy Hoksbergen, Greenfield Lane, Lynden

Candy Hoksbergen spoke in opposition to the fluoridation of Lynden’s city water supply.

Jonathan Henry, BC Avenue, Lynden

Jonathan Henry spoke in favor of the fluoridation of Lynden’s city water supply.

Khushdip Brar, Elm Street, Lynden

Khushdip Brar spoke in opposition to the fluoridation of Lynden’s city water supply.

Tom Wyatt, Brookdale Court, Lynden

Tom Wyatt spoke in opposition to the fluoridation of Lynden’s city water supply.

### 2. CONSENT AGENDA

#### Payroll Liability to June 4 through June 17, 2023

##### **EFT & Other Liabilities**

##### **Non-L&I Liabilities**

|  |                     |
|--|---------------------|
| Monthly EFT .....                        | \$433,527.18        |
| Check Liability .....                    | \$0.00              |
| Total Non-L&I Liabilities .....          | \$433,527.18        |
| Quarterly Liabilities .....              | \$13,851.20         |
| <b>Total EFT &amp; Other Liabilities</b> | <b>\$447,378.38</b> |

#### Approval of Claims – June 20, 2023

|                      |              |         |              |                      |                   |
|----------------------|--------------|---------|--------------|----------------------|-------------------|
| Manual Warrants No.  | <u>27620</u> | through | <u>57620</u> |                      | \$13.75           |
| EFT Payment Pre-Pays |              |         |              |                      | \$0.00            |
|                      |              |         |              | Sub Total Pre-Pays   | \$13.75           |
| Voucher Warrants No. | <u>27621</u> | through | <u>27758</u> |                      | \$1,526,212.13    |
| EFT Payments         |              |         |              |                      | <u>\$9,882.49</u> |
|                      |              |         |              | Sub Total            | \$1,536,094.62    |
|                      |              |         |              | Total Accts. Payable | \$1,536,108.37    |

#### Interlocal Agreement with Bellingham RE: Medic 75

This is the final agreement for reimbursable costs to the city for housing Medic 75 in the Lynden Fire Station. The agreement includes the costs, an administrative fee, and a CPI driven rate for the out years.

# CITY OF LYNDEN

CITY COUNCIL  
MINUTES OF REGULAR MEETING



***Motion made by Councilor Lenssen, seconded by Councilor Bode to approve the consent agenda as presented. Motion approved 5-0.***

### 3. PUBLIC HEARING

#### Resolution 23-1072-Amendment to the County-wide Planning Policies

County-wide Planning Policies are needed to establish consistent policies for cooperative and long-range planning. A planner subcommittee representing the County, Bellingham and the small cities was assigned to draft updates to the County-wide Planning Policies. Revisions have been drafted and feedback is being collected from each jurisdiction. The Community Development Committee reviewed at their May 17th meeting and provided staff with feedback that was shared with the Planner group. Many of the revisions focus on housekeeping updates including consistency with other documents and methods of communication with the public via online resources. Rationale for the changes is included under each section in the document. The City/County Planner Group will be working with a consultant for the upcoming Comprehensive review and will take that opportunity to collect recommendations for CWPPs relating to State legislative updates including:

- Tribal cultural resources in accordance with House Bill 1717, passed in 2022, amending RCW 36.70A.210.
- Climate change and resiliency in accordance with House Bill 1181, passed in 2023, amending RCW 36.70A.020. When all feedback has been collected the document will be finalized and returned to the City Council for review and approval.

**Note:** This item must be postponed until feedback is collected from other jurisdictions and a shared planning consultant. As June 19 was advertised as the hearing date, staff recommends that the Council make a motion to table the hearing to a later meeting with the date to be determined and re-noticed as required by law.

***Motion made by Councilor Lenssen, seconded by Councilor Kuiken to table the hearing for Resolution 23-1072 regarding an amendment to County-wide Planning Policies until a date which will be re-published. Motion approved 5-0.***

#### Resolution 23-1074-Public Participation Plan and Schedule for Comprehensive Plan Update 2025

Planning staff are bringing forward for the Council's review and for public comment a Public Participation Plan (PPP) and conceptual schedule for the 2025 update to the City's Comprehensive Plan\*. The goal of the PPP is to communicate a framework by which the city will invite participation in the shaping of the city's Comprehensive Plan.

# CITY OF LYNDEN

## CITY COUNCIL MINUTES OF REGULAR MEETING



The participation plan is a required element when completing a periodic update to this long-range planning document. This and other steps are guided by the State legislation on Growth Management (State code reference RCW 36.70A). The State has also required that the city identify and seek input from any vulnerable populations and overburdened communities. Specific definitions of these groups are included in the State code and the PPP. The City Council is asked to review the PPP and discuss. Ideas on who could be considered stakeholders and / or representatives for vulnerable populations or overburdened communities within the City of Lynden would be especially valuable to Planning staff. This item was heard before the Planning Commission on May 11th. The Hearing and Commission discussion was concluded with a vote to recommend.

Mayor Korthuis opened the public hearing at 7:33. There were no comments. Mayor Korthuis closed the public hearing at 7:33.

***Motion made by Councilor Lenssen seconded by Councilor De Valois to approve RES-23-1074 and the associated Public Participation Plan and Schedule for the 2025 Comprehensive Plan Update and authorize the Mayor's signature on the document. Motion approved 5-0.***

### Ordinance 23-1669-Amending LMC 19 RE; Patio Screening and South HBD Small Scale Mixed-Use

Planning staff is bringing forward Ord. 23-1669 which would amend the Lynden Municipal Code in two places. The first amendment would clarify the standards related to covered residential patios located in (LMC 19.22.030) and the 2nd would address Small-Scale Mixed-use within the South Historic Business District (LMC 19.23.110). In 2018, the city amended the residential code to allow roof structures to extend from the home and encroach into the rear yard setback provided that the structure remained open on 3 sides and maintained an 18-foot rear setback. These standards are meant to preserve outdoor yard spaces on residential lots and to prevent ad-hoc home additions that may become unsafe living spaces that lack ventilation, fail to meet energy code, or pose a fire danger. Since adoption, many homes, both existing and new, have taken advantage of the amendment and have added roofs over outdoor living spaces. Screening or sheltering patio areas can also add to the usability of an outdoor space which has led to the discussion about what sort of screening or enclosure is permitted. After Committee discussion, staff was asked to draft an amendment to clarify the options for securing patios with railings or sheltering from sun, wind, or visibility but maintaining patios as outdoor rather than indoor spaces. Ord 23-1669 also includes language which makes small commercial parcels within the South Historic Business District (HBD) eligible to use the standards associated with Small Scale Mixed-Use provisions. The omission of this sub-area to these regulations was an oversight during the recent adoption of Ord 1657.

# CITY OF LYNDEN

## CITY COUNCIL MINUTES OF REGULAR MEETING



The new standards would benefit 5 parcels within the South HBD that are less than an acre in size. The Planning Commission heard these items on May 11th and voted to recommend. The Community Development Committee reviewed and recommended that railing heights in LMC 19.22 be allowed up to the standard height of 42" rather than 36" as reflected in the recommended action below.

Mayor Korthuis opened the public hearing at 7:37 p.m.

Dale Assink, Brookfield Drive, Lynden

Dale Assink spoke in opposition to ORD-23-1669 as presented specifically to the patio screening section in Chapter 19.

Cynthia Ripke-Kutsagoitz, Guide Meridian, Lynden

Cynthia Ripke-Kutsagoitz spoke in opposition to ORD-23-1669 as presented specifically to the patio screening section in Chapter 19.

Mayor Korthuis closed the public hearing at 7:46.

***Motion made by Councilor Lenssen to approve ORD-23-1669 and authorize the Mayor's signature on the document with the condition that LMC 19.22.030(E)(3)(b) be revised to permit railings of up to 42" on covered patios. The motion failed due to a lack of a second.***

***Motion made by Councilor Lenssen to remand ORD-23-1669 back to the Planning Commission to strongly encourage them to consider allowing more enclosed space on patios that are attached to single family homes while meeting the setback requirements for the covered porch. Motion approved 5-0.***

***Motion made by Councilor Lenssen to approve revised ORD-23-1669, related to LMC 19.23.110, Small-scale Mixed Use only, and authorize the Mayor's signature on the revised document. Seconded by Councilor Strengholt. Motion approved 5-0.***

#### 4. UNFINISHED BUSINESS - None

#### 5. NEW BUSINESS

Resolution 23-1073-Schedule for Joint County and City Review of Urban Growth Areas

In the 2016 Comp Plan update process, the County and cities adopted a joint schedule for Urban Growth Area (UGA) review (e.g., see County Resolution 2013-028). The new

# CITY OF LYNDEN



## CITY COUNCIL MINUTES OF REGULAR MEETING

interlocal agreements also address a schedule for joint County/City review of UGAs for the next comp plan updates. County and city planners have developed a draft resolution format and schedule for consideration by each jurisdiction in order to facilitate coordination of the UGA review. The draft Resolution sets forth main tasks for 2023 – 2025 to guide coordinated planning efforts. It seeks to address:

- Any changes to the GMA made by the State Legislature in the 2023 session;
- Any changes needed based upon the State's Housing Guidance documents that address the requirements of HB 1220;
- To consider the use of UGA Reserves or UGA study areas, and
- Any other changes needed to address the 2025 Comp Plan updates. However, because timelines may change over the span of this multi-year project, the schedule is general in nature and the Resolution recognizes the possibility of departing from the schedule. The County Council approved the attached resolution on May 11th and the City of Lynden is likewise be asked to approve the schedule by a similar resolution at the June 19th meeting. The Community Development Committee reviewed the proposed schedule that their May meeting.

***Motion made by Councilor Lenssen seconded by Councilor Strengholt to approve RES-23-1073 and the associated Schedule for Joint County and City review of Urban Growth Areas and authorize the Mayor's signature on the document. Motion approved 5-0.***

## 6. OTHER BUSINESS

Councilor Kuiken reporting for the Public Works Committee involving discussion of:

- Former land-fill property and proposal submitted by Carlos Becerra concerning possible storage units and revising the duration of the lease.
- Parking agreement with Wes Herman.
- Main and 3<sup>rd</sup> Street project.
- Request to bring East Front Street slope stabilization bid straight to Council
- Request from Jansen Art Center for trees in front of the building.

***Mayor Korthuis brought an item before the Council concerning a special event permit submitted by the Lynden Music Festival for September 9, 2023. The request is to close Front Street between 4<sup>th</sup> and 6<sup>th</sup> Streets from 5:00-10:00 p.m. and to serve beer, wine, and spirits.***

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## CITY COUNCIL MINUTES OF REGULAR MEETING



***After some discussion the Council determined it would be beneficial to wait and talk with absent council member Wohlrab (a Front Street restaurant owner) before deciding.***

Councilor Lenssen reporting for the Public Safety Committee involving discussion of:

- Medic 75 item that was passed by Council at this meeting.
- Chief Billmire submitted the Fire Department 2024 budget requests.
- Land-fill property and training tower.
- Whatcom County is getting out of fire investigation.
- Police Department had the Sergeant's exam to replace officer Beld's position.

### 7. EXECUTIVE SESSION

The Council did not hold an executive session.

### 8. ADJOURNMENT

June 19, 2023, regular session of the Lynden City Council adjourned at 8:20 p.m.

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Pamela D. Brown, City Clerk

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Scott Korthuis, Mayor

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



|                                  |   |  |
|----------------------------------|---|--|
| <b>Meeting Date:</b>             | July 3, 2023  |  |
| <b>Name of Agenda Item:</b>      | Approval of Payroll and Claims  |  |
| <b>Section of Agenda:</b>        | Consent   |  |
| <b>Department:</b>               | Finance   |  |
| <b>Council Committee Review:</b> | <input type="checkbox"/> Community Development<br><input checked="" type="checkbox"/> Finance<br><input type="checkbox"/> Parks | <input type="checkbox"/> Public Safety<br><input type="checkbox"/> Public Works<br><input type="checkbox"/> Other: _____   |
|                                  |   | <b>Legal Review:</b><br><input type="checkbox"/> Yes - Reviewed<br><input type="checkbox"/> No - Not Reviewed<br><input checked="" type="checkbox"/> Review Not Required |
| <b>Attachments:</b>              | None  |  |
| <b>Summary Statement:</b>        | Approval of Payroll and Claims  |  |
| <b>Recommended Action:</b>       | Approval of Payroll and Claims  |  |

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



|  |   |  |
|--|---|--|
| <b>Meeting Date:</b>   | July 3, 2023  |  |
| <b>Name of Agenda Item:</b>  | Resolution No. RES-23-1075 Request to Cancel Checks   |  |
| <b>Section of Agenda:</b>  | Consent   |  |
| <b>Department:</b>   | Finance   |  |
| <b>Council Committee Review:</b>   | <input type="checkbox"/> Community Development<br><input checked="" type="checkbox"/> Finance<br><input type="checkbox"/> Parks | <input type="checkbox"/> Public Safety<br><input type="checkbox"/> Public Works<br><input type="checkbox"/> Other: _____   |
|  |   | <b>Legal Review:</b><br><input type="checkbox"/> Yes - Reviewed<br><input type="checkbox"/> No - Not Reviewed<br><input checked="" type="checkbox"/> Review Not Required |
| <b>Attachments:</b>  |   |  |
| RES-23-1075<br>Copy of cancellation memo.  |   |  |
| <b>Summary Statement:</b>  |   |  |
| <p>RCW 39.56.040 states that any registered or interest bearing warrants of any municipal corporation not presented within one year of the date of their call, or other warrants not presented within one year of their issue, shall be canceled by passage of a resolution of the governing body of the municipal corporation, and upon notice of the passage of such resolution the auditor of the municipal corporation and the treasurer of the municipal corporation shall transfer all records of such warrants so as to leave the funds as is such warrants had never been issued; and</p> <p>RCW 35A.40.020 provides code cities with the ability to pay claims via warrant or check and additionally states: "Wherever in this title, reference is made to warrants, such term shall include checks where authorized by this section."</p> <p>Checks Numbering: 25675, 26497, 26804, 27270, and 27276 have not and will not be presented for payment; and should be canceled.</p> |   |  |
| <b>Recommended Action:</b>   |   |  |
| The City Council give consent approval of Resolution No. RES-23-1075 and authorize the Mayor's signature.  |   |  |

A RESOLUTION BY THE CITY OF LYNDEN, WASHINGTON  
REQUESTING THE CANCELLATION  
OF WARRANTS OR CHECKS

WHEREAS, RCW 39.56.040 states that any registered or interest bearing warrants of any municipal corporation not presented within one year of the date of their call, or other warrants not presented within one year of their issue, shall be canceled by passage of a resolution of the governing body of the municipal corporation, and upon notice of the passage of such resolution the auditor of the municipal corporation and the treasurer of the municipal corporation shall transfer all records of such warrants so as to leave the funds as is such warrants had never been issued; and

WHEREAS, RCW 35A.40.020 provides code cities with the ability to pay claims via warrant or check and additionally states: "Wherever in this title, reference is made to warrants, such term shall include checks where authorized by this section."

WHEREAS, it has been brought to the attention of the City Council that Checks numbering: 25675, 26497, 26804, 27270, and 27276 have not and will not be presented for payment; and

WHEREAS, documentation has been provided that the payment due was paid on an invoice; and

NOW, THEREFORE, BE IT ORDAINED BY the City Council of the City of Lynden as follows:

Section A: That the following checks: #25675 for \$48.97; #26497 for \$224.00; #26804 for \$43.52; #27270 for \$39.80; and #27276 for \$535.03 be cancelled.

Section B: If any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this resolution. The Council hereby declares that it would have passed this code and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact than any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if, for any reason, this resolution should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

Section C: This resolution shall take effect and be in force from and after its passage by the Council and after its approval by the Mayor, if approved, otherwise, as provided by law and five (5) days after the date of its publication.

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE, \_\_\_\_ IN FAVOR \_\_\_\_ AGAINST AND SIGNED BY THE MAYOR THIS \_\_\_\_ DAY OF JULY 2023.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

# CITY OF LYNDEN

300 4<sup>th</sup> Street  
Lynden, WA 98264



June 22, 2023

Dear Anthony,

The following checks need to be voided due to duplicate payment:

- Check #25675 9/20/2022 \$48.97
  - Vendor #2605 Scholten's Equipment Inc.
  
- Check #26497 12/31/2022 \$224.00
  - Vendor #3473 Public Safety Center
  
- Check #26804 3/7/2023 \$43.52
  - Vendor #5017 Bellingham Lock & Safe
  
- Check #27270 5/2/2023 \$39.80
  - Vendor #4403 WA St Dept of Retirement – OASI
  
- Check #27276 5/2/2023 \$535.03
  - Vendor #4285 Whatcom Refrigeration LLC.

Please approve these voids through City Council.

Thank you,

A handwritten signature in blue ink, appearing to read 'Fritzie Elton', is written over a light blue circular stamp.

Fritzie Elton  
Accounting Technician-A/P  
Finance Department

# CITY OF LYNDEN

## EXECUTIVE SUMMARY



|  |  |  |
|--|--|--|
| <b>Meeting Date:</b>   | July 3, 2023   |  |
| <b>Name of Agenda Item:</b>  | Dickinson House Lease Agreement  |  |
| <b>Section of Agenda:</b>  | Consent  |  |
| <b>Department:</b>   | Parks  |  |
| <b>Council Committee Review:</b>   | <input type="checkbox"/> Community Development<br><input type="checkbox"/> Finance<br><input checked="" type="checkbox"/> Parks  | <input type="checkbox"/> Public Safety<br><input type="checkbox"/> Public Works<br><input type="checkbox"/> Other: _____ |
|  | <b>Legal Review:</b><br><input checked="" type="checkbox"/> Yes - Reviewed<br><input type="checkbox"/> No - Not Reviewed<br><input type="checkbox"/> Review Not Required |  |
| <b>Attachments:</b>  |  |  |
| Dickinson House Lease Agreement  |  |  |
| <b>Summary Statement:</b>  |  |  |
| <p>The house at 8200 Double Ditch Road has been vacated, renovated and is available for rent. The Parks Department advertised to City employees and is requesting to fill the vacancy in this manner to provide better security, to have a physical presence at the locations, and to maintain the grass areas around the house and roadways. Annika Bierlink has agreed to lease the house for a period of 1 year with the option for one renewable one-year term and agrees to the conditions set forth in the lease regarding maintaining the area. The rental shall be \$2,000 per month with the addition of the leasehold excise tax required for a total of \$2256.80. The Parks Department, city legal counsel, and the City Administrator have reviewed the lease agreement and recommended bringing it to full council for approval.</p> |  |  |
| <b>Recommended Action:</b>   |  |  |
| Motion to approve the lease agreement between the City of Lynden and Annika Bierlink and authorize the Mayor's signature on the agreement.   |  |  |

**LEASE AGREEMENT**

**DICKINSON PARK HOUSE**

This Lease Agreement (“Agreement”) is executed on this 1st day of July, 2023, by and between the CITY OF LYNDEN, Landlord, and \_\_\_\_\_, Tenant, to lease the house and immediately surrounding property located at 8200 Double Ditch Road, Lynden, Washington (the “Premises”).

Tenant shall not use the Premises for any purpose other than a private residential dwelling for the following named persons (include all minors): \_\_\_\_\_  
\_\_\_\_\_.

Tenant is leasing a residence inside a public park. The Premises, to which Tenant shall have exclusive access (subject to lawful entry by Landlord or its agents), includes the residence, its immediate grounds, all appurtenances to the residence, and the two lower lawn areas. The Premises is legally described and depicted on Exhibit A hereto. Outside of the Premises, the remainder of the property is the public park. The parties agree that during the term of this Agreement, a legal description of the Premises may be prepared by Landlord to more precisely define the Premises, which description shall be made an addendum to this Agreement.

1. ONE-YEAR TERM. This Agreement is for a term commencing on at 12:00 am midnight on the 1<sup>st</sup> day of July, 2023, and ending at 11:59 pm on the 30<sup>th</sup> day of June, 2024 (“Term”) with the option of a one-year renewable term.
  - a. NO MONTH-TO-MONTH. This Agreement shall NOT continue on a month-to-month basis after the expiration of the Term. If Landlord and Tenant wish to continue the tenancy beyond the expiration date of the Term, Landlord and Tenant shall enter into a subsequent lease agreement with a term of not less than six (6) months, which Landlord and Tenant shall execute at least thirty (30) days before the end of the Term.
  - b. NOTICE OF TERMINATION AT END OF TERM. Landlord shall provide written notice to terminate to Tenant at least sixty (60) days prior to the expiration date of the Term indicating that this Agreement has been terminated and will not be renewed. Landlord shall deliver the notice to terminate in a manner consistent with the requirements of RCW 59.12.040.
  
2. RENT. The total rent due under this lease is 2,256 dollars and 80 cents (\$2256.80) per month (“Rent”). The total Rent includes a leasehold excise tax of 12.84% as required by Chapter 82.29A RCW.
  - a. RENT DUE DATE. Rent is payable to Landlord in advance of the first day of each month (“Rent Due Date”) during the lease Term. Payments may be made in the form of personal check, cashier’s check, or money order. Cash is not accepted. Payments shall be made payable to: City on Lynden.
  - b. RENT LATE PAYMENT. Rent received more than five (5) days after the Rent Due Date shall result in an assessment against Tenant of late payment charge of two dollars (\$2.00) per day until Rent is paid in full. Late rent charges, if not paid, accrue as rent owed.

- c. APPLICATION OF PAYMENT. Any Rent unpaid by the due date is termed delinquent. Regardless of any restrictive designation or instruction on or accompanying any payment, Landlord shall apply funds received as follows: (1) to the oldest unpaid rent, (2) to current rent, (3) to late payment charges, (4) to damages, (5) to repairs, and finally (6) to miscellaneous charges.
3. SECURITY DEPOSIT. Tenant agrees to pay the sum of one-thousand five hundred dollars (\$1,500) as security for performance of all of Tenant's obligations under this Agreement ("Security Deposit").
  - a. PROPERTY CONDITION CHECKLIST. As required by RCW 59.18.260, prior to the commencement of the Term, Landlord and Tenant shall complete a written "Property Condition Checklist" describing the condition and cleanliness of the Premises and existing damages to the Premises, including at least all of the following: walls (including paint or wallpaper), flooring, fixtures, equipment, appliances, and furnishings.
  - b. SECURITY DEPOSIT ACCOUNT. As required by RCW 59.18.270, Landlord shall maintain the Security Deposit in its trust account at the following financial institution: People's Bank, at the branch located at 418 Grover Street.
  - c. WITHHOLDING SECURITY DEPOSIT. Landlord may withhold all or part of the Security Deposit upon the termination of this Agreement for any lawful reason. Said lawful reasons may include, but are not limited to, any the following: any cleaning fees or other costs incurred to restore the Premises to the condition reflected in the Property Condition Checklist less "wear resulting from ordinary use of the premises" as defined in RCW 59.18.030; any damages or loss caused by Tenant's default or breach of this Agreement; any damages to the Premises caused by Tenant or Tenant's guest(s); any replacement costs for fixtures or other items contained in the Premises that are damaged or destroyed; any damaged or missing keys or other access devices; any reletting expenses; any delinquent or unpaid rent; late fees; any outstanding utility charges for which Tenant is responsible; any government assessments against Landlord resulting from an action or omission of Tenant or Tenant's guest(s); any costs associated with illegally parked vehicles; any returned check fees; any fees related to the removal and storage of items left in the Premises; and any costs, including attorneys' fees, related to eviction proceedings or the enforcement of this Agreement.
  - d. NOT A LIMIT ON TENANT LIABILITY. Tenant's liability is not limited by the amount of the Security Deposit. If the Security Deposit does not cover all of Landlord's loss, Tenant agrees to pay any deficiency within fourteen (14) days of Landlord's written notice and demand.
  - e. NO APPLICATION TO RENT WITHOUT AGREEMENT. Tenant may not apply any portion of the Security Deposit to rent or other payments owed to Landlord, unless explicitly authorized in writing by Landlord.
  - f. REFUND OF SECURITY DEPOSIT. As required by RCW 59.18.280, Landlord shall issue any refund of the Security Deposit and an itemized statement of the basis for retaining any

portion of the Security Deposit within thirty (30) days after the termination of this Agreement and vacation of the Premises by Tenant. If "Tenant" as defined above includes more than one person eighteen (18) years of age or older, Landlord may issue the refund and itemized statement to any such person, who shall disseminate or distribute it to the others.

- 4. FORWARDING ADDRESS. Tenant shall supply Landlord with a forwarding address where Tenant can be reached and the Security Deposit returned within ten (10) days of vacating the Premises.
- 5. UTILITIES. Tenant shall pay for all charges for light, heat, water, telephone, cable, internet, sanitary services and other utilities which shall be charged against the Premises during the full term of this Lease. Tenant agrees to be solely responsible for payment of said services and agrees to indemnify, defend, and hold harmless Landlord from any and all claims for payment for provision of such services.
- 6. PUBLIC PARK. Tenant acknowledges that the Premises are within a public park. Tenant may experience disruptions related to ordinary park use and operation.
  - a. IMPROVEMENTS. Landlord may make improvements to the park outside the Premises, including but not limited to adding park-like features such as parking, playground equipment, trails, and other amenities. Some or all of these improvements may take place while Tenant resides at the Premises.
  - b. USE OF PARK. Tenant shall have non-exclusive access no greater and no less than any other member of the public to the park property outside the Premises and shall obey all applicable municipal, state and federal laws when enjoying the park.
- 7. REPAIR, MAINTENANCE, AND IMPROVEMENT. Tenant accepts the Premises in its present condition. Tenant shall, at their own expense and at all times, keep the Premises neat, clean and in a sanitary condition, and keep and use the Premises in accordance with applicable laws, ordinances, rules, regulations and requirement of governmental authorities. Tenant shall permit no waste, damage or injury to the Premises; all waste and junk shall be removed promptly. No hazardous materials of any kind shall be brought on the Premises by Tenant, other than normal cleaning products, lawn care maintenance products and products typically stored at a person's place of residence primarily used for maintenance and repair. Tenant shall maintain the Premises in as good condition as they now are, reasonable use and wear excepted, and damage by fire and other casualty excepted. Tenant shall not undertake any maintenance or improvement activity outside the Premises.
  - a. MAJOR REPAIR OR IMPROVEMENTS. Prior to undertaking any major repair or improvements in the Premises, including within or about the residence, Tenant shall obtain the written permission of Landlord detailing the work to be performed.
  - b. MAINTENANCE OF PREMISES. Tenant shall be solely responsible for maintenance of the Premises, including by keeping the Premises in a reasonably clean and hazard- and pest-free condition, mowing the lawn, and periodically watering, weeding, and tidying the flower beds and landscaping.

- c. OBLIGATION TO NOTIFY. Tenant shall promptly notify Landlord of any conditions affecting the structural integrity of the residence, pest infestations, failures of appliances supplied by Landlord, failure of heat, water, hot water, or electricity, or any other condition requiring repair beyond Tenant’s maintenance obligation and/or ordinary wear and tear. Landlord shall not be liable for, and Tenant may be liable for, conditions made worse by Tenant’s failure to timely notify Landlord.
  - d. DAMAGE CAUSED BY TENANT. Tenant shall be solely responsible for repairs where the defective condition complained of was caused by the conduct of Tenant, their family, invitee, or other person acting under their control, or where Tenant unreasonably failed to allow the Landlord access to the Premises for purposes of repair.
- 8. LANDLORD’S ACCESS TO EXCLUSIVE ACCESS AREA. Landlord may enter the Premises with forty-eight (48) hours’ notice to Tenant for the purpose of inspection of the Premises or of making excavations, surveys, design reviews, repairs, additions, or alterations, or in order to perform other public works or parks-related tasks or projects. Landlord may restrict Tenant from entering the affected portion of the Premises while such tasks or projects are underway. Notice shall not be required to enter in cases of emergency.
- 9. SMOKE DETECTORS. The Premises is equipped with a total of 8 smoke detectors. Of these, 2 are hard-wired and 6 are battery operated. It is Tenant’s responsibility to maintain all smoke detection devices, including replacement of any batteries. Tenant shall not tamper with, remove batteries, or otherwise disable or relocate any smoke detection devices. Any Tenant failing to comply with the provisions of this paragraph can be fined up to \$200 in accordance with RCW 43.44.110 and WAC 212-10-050. If battery operated, or unit uses battery backup, Tenant is responsible for replacing batteries as needed. Tenant shall test the smoke detector for proper operation once a month and report any malfunctions to Landlord in writing.
- 10. CARBON MONOXIDE DETECTORS. The Premises is equipped with a total of 7 carbon monoxide detectors. Of these, 0 are hard-wired, 4 are battery operated, and 3 are plug-in with battery backup. It is Tenant’s responsibility to maintain all carbon monoxide detection devices, including replacement of any batteries. Tenant shall not tamper with, remove batteries, or otherwise disable or relocate any carbon monoxide detection devices. If battery operated, or unit uses battery backup, Tenant is responsible for replacing batteries as needed. Tenant shall test the carbon monoxide detector for proper operation once a month and report any malfunctions to Landlord in writing.
- 11. LEAD-BASED PAINT NOTICE. The Premises includes housing that was built before 1978. Housing built before 1978 may contain lead-based paint. Lead-based paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Landlord has no knowledge of lead-based paint hazards in the Premises and Landlord has no reports or records pertaining to lead-based paint or lead-based hazards in the Premises.
- 12. WATER HEATER. Pursuant to RCW 19.27A.060, the State of Washington requires that upon occupancy, the temperature control in a domestic hot-water heater within a residential dwelling be set not higher than 120 degrees Fahrenheit. The hot-water heater for the Premises is

accessible to Tenant. Tenant shall not set the hot-water heater higher than 120 degrees Fahrenheit. Landlord warrants that upon delivery of the Premises to Tenant, the hot-water heater for the Premises is set at or below 120 degrees Fahrenheit.

13. USE OF PREMISES. Tenant shall not offer all or part of the Premises for short-term rental through AirBNB, VRBO, or other such platforms. Tenant shall not use the Premises for any business purpose regardless of whether such business may be authorized by local law as a legal home occupation (telecommuting by using phone or internet to link with an employer's office excepted). Tenant shall not use the Premises or allow the Premises to be used for any improper or unlawful purpose.
14. ASSIGNMENT/SUBLETTING. Tenant shall not sublet, or through any other process, transfer to any other person rental of the Premises, or any other right or privilege, without written permission of Landlord.
15. GUESTS. Tenant is responsible for the conduct of Tenant's guests while on the Premises. Tenant shall ensure that Tenant's guests comply with any applicable term of this Agreement. Guests staying at the Premises more than seven (7) days within any one-month period require prior written authorization by Landlord.
16. ADDITIONAL RULES FOR USE OF PREMISES. The following additional obligations of Tenant are each material terms of this Agreement:
  - a. Tenant shall not use the Premises in any way which violates any federal or Washington State law, City of Lynden ordinance, or government regulation.
  - b. Tenant, members of Tenant's household, Tenant's guests, or any other person under Tenant's control shall not engage in any illegal or criminal activity, nor in any act intended to facilitate illegal or criminal activity, including gang activity, on or near the Premises.
  - c. Landlord expressly reserves the right to exclude or trespass persons who are not authorized residents from the Property. Tenant shall comply with any trespass admonishments issued by Landlord.
  - d. Tenant shall not smoke tobacco or marijuana in or about the Premises. Tenant shall not consume alcoholic beverages outdoors about the Premises.
  - e. Tenant shall keep the Premises free of illegal drugs.
  - f. Tenant shall not abuse any drugs, whether legal or illegal, or alcohol in a manner that will either disturb the peace or endanger the health, safety, or well-being of any other resident, family member, guest, or invitee at the Premises, or any park visitors, or the general public.
  - g. Tenant shall not do or keep anything in or about the Premises that could increase the present insurance rate thereon.

- h. Tenant shall not leave anything that could be considered an attractive nuisance, such as, but not limited to, basketball hoops, trampolines, skate ramps, or pools, unattended at any time on the Premises and shall store such items out of public view when not in use.
  - i. Grills, smokers, fire pits, and like fire-producing items are prohibited within ten (10) feet of any structure, tree, or shrub. Tenant shall have a fire extinguisher or water sufficient to extinguish a fire on hand when operating such items. Tenant shall store such items out of public view when not in use.
  - j. Tenant shall not throw anything from windows and/or balconies. Except as otherwise permitted by law, Tenant shall display no signs or placards on or about the Premises that are visible to the public.
  - k. Tenant shall not intentionally or negligently destroy, damage, change, or remove any part of the structure or dwelling including equipment, furnishings, and appliances, except as permitted per Paragraph 6.
  - l. Tenant shall notify Landlord in writing any time Tenant will be away from the Premises for seven (7) days or longer resulting in the Premises being unoccupied.
  - m. Tenant shall not give a key or access device for the Premises to anyone not listed in this Agreement without the Landlord's prior written consent.
  - n. Tenant shall protect against freezing of water pipes and the stoppage of the same in and about the Premises.
  - o. Tenant shall comply with all obligations imposed by applicable provisions of state and local building and housing codes materially affecting health and safety, including keeping the Premises in a clean and sanitary condition and maintaining adequate housekeeping standards.
  - p. Tenant shall properly dispose of all garbage and other waste at reasonable and regular intervals.
  - q. Tenant shall take all reasonable precautions to prevent the presence of mold and mildew in the Premises.
  - r. Tenant shall take all reasonable precautions to prevent the presence of pests, including rodents, arachnids, and insects (including bed bugs).
  - s. Vehicles may only be driven or parked on gravel or pavement, and not lawn or landscaping. All vehicles on the Premises must be currently registered and properly insured according to state law. Tenant shall not wash or repair vehicles on the Premises.
17. SERVICE ANIMALS/EMOTIONAL SUPPORT ANIMALS. No animals may be kept on the Premises without Landlord's written approval. If Tenant has a disability, and a service animal or emotional support animal is necessary because of that disability, Tenant may request that the service or emotional support animal to occupy the Premises as a reasonable accommodation. Tenant may be asked to provide written verification that they have a disability and that the accommodation related to a service or emotional support animal is necessary to give them an equal opportunity

to use and enjoy the Premises. If Tenant has or acquires a service or emotional support animal, Tenant shall execute the Animal Addendum.

18. EARLY TERMINATION BY TENANT. If Tenant desires to vacate the Premises before the expiration of the Term, Tenant shall provide written notice to Landlord at least twenty-one (21) days in advance of the next first of the month upon which Rent is due. If Tenant vacates the Premises prior to the expiration of the Term and without notice as required by this paragraph, Tenant shall be liable for additional rent as provided for in RCW 59.18.310. Any notice of termination must provide for the vacation of the Premises by all occupants unless otherwise agreed to by Landlord in writing. Landlord will handle any items left behind in the unit by Tenant after early termination of the tenancy as required under RCW 59.18.310.
19. DELIVERY OF PREMISES. If for any reason Landlord does not deliver possession of the Premises on the commencement of the term of this Agreement, Rent shall be prorated until such time as Landlord tenders possession. In all other respects this Agreement shall remain in full force and effect and the term shall not be extended. In no event shall Landlord be liable to Tenant for damages caused by failure to deliver possession of the Premises. If possession of the Premises is not tendered within ten (10) days of the commencement of the term of this Agreement, Tenant may terminate this Agreement by giving written notice to Landlord, and any monies paid by Tenant to Landlord shall be refunded to Tenant.
20. RENTERS INSURANCE. Tenant is encouraged to obtain and maintain a policy of personal liability insurance (Renter's Insurance) from a licensed insurance carrier, with coverage of at least \$100,000 per occurrence.
21. INDEMNIFICATION. Tenant shall indemnify and hold harmless Landlord from any and all damages and litigation expenses resulting from claims or causes of action for injury to persons or property arising from any acts or omissions of Landlord, Landlord's employees, or Landlord's authorized agents, except in the case of Landlord's gross negligence or willful misconduct. Except for gross negligence or willful misconduct of Landlord, Tenant shall indemnify and hold harmless Landlord from and against all claims of whatever nature arising or resulting from any act, omission, or negligence of Tenant, Tenant's guests, or Tenant's agents in or about the Premises in connection with the use of the Premises.
22. ACTIONS BY THIRD PARTIES / PERSONAL PROTECTION. The Premises are located in a public park, which will be regularly used by members of the public. Landlord disclaims any warranties or representation that it will be liable to Tenant, Tenant's family, agents, invitees, employees, or servants for any damages or losses to person or property caused by other persons. Tenant understands that Landlord and its legal representatives do not guarantee, warrant, or assure Tenant's personal security and are limited in their ability to provide protection. Tenant is advised to secure personal property left outdoors. Tenant understands and agrees that personal safety and security are Tenant's own personal responsibility. Further, Tenant is responsible for all damage caused to the Premises as a result of the acts or omissions of Tenant, their guests and invitees, and shall be responsible for repair and replacement of any damage caused thereby, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.

- 23. **SIGNIFICANT DAMAGE OR DESTRUCTION OF THE PREMISES.** In the event of significant damage to the Premises by fire, water, or other hazard, and the Premises is so damaged as to be unfit for occupancy, the Rent shall abate during the period of time the Premises cannot be occupied by Tenant, but in all other respects the terms and provisions of this Agreement shall continue in full force and effect. Rent shall not abate if damages are caused by Tenant. In the event that the Premises is so damaged or destroyed as to be, in the sole opinion of Landlord, incapable of being satisfactorily repaired within a reasonable period of time, then this Agreement shall terminate effective as of the date of the damage or destruction, and Tenant shall immediately vacate and pay Rent pro-rata through the day Tenant vacates the Premises.
- 24. **JOINT AND SEVERAL LIABILITY FOR MULTIPLE RESIDENTS.** If “Tenant” as defined above includes more than one person eighteen (18) years of age or older, all such persons are jointly and severally liable for all obligations arising under this Agreement and any addenda thereto, whether or not they remain in actual possession of the Premises. In the event of a default by any one Tenant, the remaining Tenant(s) shall remain responsible for all terms of this Agreement and any addenda thereto.
- 25. **GOVERNING LAW AND VENUE.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. The venue for any legal action brought to enforce the terms of this Agreement shall be in Whatcom County Superior Court.
- 26. **ATTORNEY FEES AND EXPENSES.** In any action, suit, arbitration, or proceeding commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees and expenses.
- 27. **NONWAIVER OF BREACH.** The failure of Landlord to insist upon the strict performance of any term of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such right to enforce these terms, covenants, agreements, and conditions, but the same shall continue in full force and effect.
- 28. **GENERAL TERMS.** No oral agreements have been entered into with respect to this Agreement. This Agreement shall not be modified except by an instrument in writing signed by Tenant and Landlord. In the event of more than one resident, each resident is jointly and severally liable for each provision of this Agreement. Each Tenant warrants that they are of legal age to enter into this Agreement. Time is of the essence of this Agreement. Neither this Agreement nor any memorandum thereof may be recorded without the express written consent of Landlord.
- 29. **SEVERABILITY.** If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of the Agreement shall not be effected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

30. ADDENDA.

- a. LEAD-BASED PAINT. The residence on the Premises was constructed before 1978 and therefore may contain lead-based paint. By initialing below, Tenant acknowledges receipt of the Environmental Protection Agency’s “Protect Your Family From Lead In Your Home” Pamphlet.

Tenant’s initials: \_\_\_\_\_

- b. MOLD. Landlord is not aware of any mold present in the Premises. By initialing below, Tenant acknowledges receipt of the Washington State Department of Health’s “Got Mold?” pamphlet.

Tenant’s initials: \_\_\_\_\_

- c. ANIMALS. If Tenant has one or more pets, service animals, or emotional support animals, by initialing below, Tenant acknowledges executing the Animal Addendum.

Tenant’s initials: \_\_\_\_\_

- d. ASBESTOS. Landlord is not aware of any asbestos present in the Premises except for what is sealed by paint on the “popcorn ceilings”. By initialing below, Tenant acknowledges receipt of the Asbestos Institute’s document on asbestos in ceilings.

Tenant’s initials: \_\_\_\_\_

31. TENANT OBLIGATIONS. Tenant’s obligations as described in this Agreement and the Addenda hereto are each material terms of this Agreement. By signing below, Tenant affirms that they have read this Agreement and its Addenda carefully, in its entirety, and understand each and every obligation, duty and/or responsibility created for the Tenant. Tenant further affirms that they shall fulfill every obligation, duty and/or responsibility contained in this Agreement and its Addenda, and further affirms that they shall comply with all rules and regulations stated herein. Tenant understands and agrees that violation of any of these obligations, duties and/or responsibilities, or rules or regulations, constitutes a substantial breach of this Agreement and may result in Landlord issuing a written notice of breach under RCW 59.18.650.

Executed by Landlord and Tenant on the date first above written.

**Landlord**

**Tenant**

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_

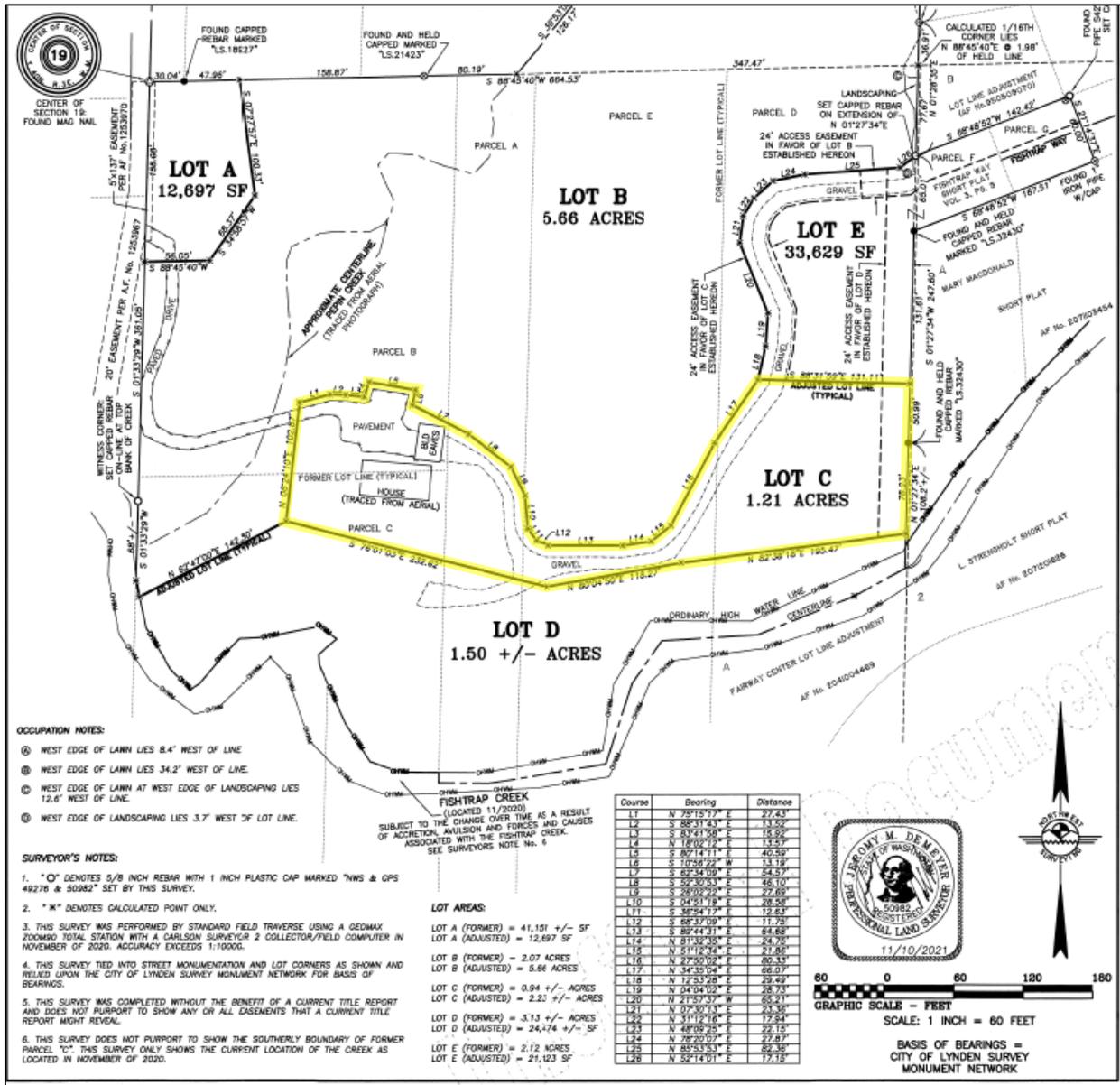
\_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 \_\_\_\_\_

EXHIBIT A

Legal Description of the Premises

Lot C of the City of Lynden Ecology Trust Lot Line Adjustment, as per the map thereof, recorded at Auditor's File Number 2022-0101720 in the records of Whatcom County, Washington. Situate in Whatcom County, Washington.

Depiction of the Premises



# CITY OF LYNDEN

## EXECUTIVE SUMMARY



|                                  |  |   |
|----------------------------------|--|---|
| <b>Meeting Date:</b>             | July 3, 2023   |   |
| <b>Name of Agenda Item:</b>      | Calendar   |   |
| <b>Section of Agenda:</b>        | Other Business   |   |
| <b>Department:</b>               | Administration   |   |
| <b>Council Committee Review:</b> | <input type="checkbox"/> Community Development<br><input type="checkbox"/> Finance<br><input type="checkbox"/> Parks   | <input type="checkbox"/> Public Safety<br><input type="checkbox"/> Public Works<br><input checked="" type="checkbox"/> Other: N/A |
|                                  | <b>Legal Review:</b><br><input type="checkbox"/> Yes - Reviewed<br><input type="checkbox"/> No - Not Reviewed<br><input checked="" type="checkbox"/> Review Not Required |   |
| <b>Attachments:</b>              | Calendar   |   |
| <b>Summary Statement:</b>        | Calendar   |   |
| <b>Recommended Action:</b>       | Not an action item, information only.  |   |

**July 3, 2023**  
Monday

7:00 PM - 9:00 PM

Copy: City Council Meeting -- Annex Council Chamber

**July 4, 2023**  
Tuesday

9:00 AM - 10:00 AM

Leadership Team Meeting -- City Hall 1st Floor Large Conference Room

**July 5, 2023**  
Wednesday

4:00 PM - 6:00 PM

Copy: Public Works Committee -- City Hall 2nd Floor Large Conference Room

**July 10, 2023**  
Monday

7:00 PM - 9:00 PM

Park & Trail Advisory Committee -- Annex South East Conference Room  
Park & Trail Advisory Committee meets the 2<sup>Nd</sup> Monday in: January, April, July, August, and October

**July 12, 2023**  
Wednesday

8:30 AM - 5:00 PM

Court -- Annex Council Chamber; Annex East Training Room; Annex North East Conference Room; Annex South East Conference Room

7:00 PM - 9:00 PM

Parks & Rec District Meeting -- Annex South East Conference Room

**July 13, 2023**  
Thursday

7:00 PM - 10:00 PM

Planning Commission -- Annex Council Chamber

**July 17, 2023**

Monday

**4:00 PM - 5:00 PM**

**Copy: Parks Committee Meeting -- City Hall 1st Floor Large Conference Room**

**7:00 PM - 9:00 PM**

**Copy: City Council Meeting -- Annex Council Chamber**